

Know All Men by These Presents, that

The HYDE SCHOOL, an educational corporation, duly organized and existing under the laws of the State of Maine, with a principal place of business in Bath, in the County of Sagadahoc and State of Maine,

in consideration of

Forty-Two Thousand and 00/100----- (\$42,000.00) Dollars paid by Canal National Bank, a national banking association organized under the laws of the United States and having its principal place of business at 188 Middle Street, City of Portland, County of Cumberland and State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Canal National Bank, its successors and assigns forever the following described real estate:

A certain lot or parcel of land, together with the buildings thereon, situated on the westerly side of High Street, and known as 800 High Street, in the City of Bath, in the County of Sagadahoc and State of Maine, and being more particularly bounded and described as follows, to wit:

BEGINNING at the southeast corner of premises described in Warranty Deed of Alfred A. Parks, Jr. and Elizabeth E. Parks to Anne L. Perry dated May 22, 1969, and recorded in the Sagadahoc County Registry of Deeds in Book 365, Page 280, thence running North Sixty-two Degrees Thirty-four Minutes Forty Seconds West (N 62° 34' 40" W) a distance of One Hundred Three (103) feet, more or less, along land of said Perry to a point; thence running North Twenty-seven Degrees Twenty-nine Minutes Twenty Seconds East (N 27° 29' 20" E) along said Perry land a distance of Sixteen (16) feet Six (6) inches to a point; thence running North Sixty-two Degrees Forty-two Minutes Forty Seconds West (N 62° 42' 40" W) along said Perry land a distance of Sixty (60) feet Seven (7) inches, more or less, to an iron pin set in the ground and the southeasterly corner of premises conveyed by the said Anne L. Perry to Cecil V. Rowland by Warranty Deed dated July 29, 1975, and recorded in the Sagadahoc County Registry of Deeds in Book 415, Page 345; thence running the same course along land of said Rowland a distance of Forty-seven (47) feet Eleven (11) inches, more or less, to an iron pin set in the ground and other land of the said Cecil V. Rowland; thence running in a general westerly direction along other land of said Rowland and land of one Theriault to the northwest corner of land of Duane D. Fitzgerald, formerly land of the late William Ledyard; thence in a general easterly direction along land of said Fitzgerald to a point on the westerly side of High Street; thence running in a general northerly direction along the westerly side of said High Street to the point of beginning.

Meaning and intending to convey and hereby conveying all and the same premises conveyed to the Grantor herein by Warranty Deed of The Old Folks Home, in Bath, of even date herewith, and to be recorded in the Sagadahoc County Registry of Deeds.

** NOT A TRINITY CO.

FOR DISCHARGE SEE BOOK 569 PAGE 306

To Hold and to Hold the aforesigned and bargained premises, with all the privileges and appurtenances thereof, to the said Canal National Bank, its successors and assigns, to their use and benefit forever. And it does

the covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the granted premises; that they are free from all encumbrances; that it has ~~the~~ good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its ~~successors~~ shall will ~~shall~~ and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

Provided Nevertheless, that if the said Grantor(s), its ~~successors~~ executors or administrators shall pay to the said Grantee, its successors or assigns, the sum of

Forty-Two Thousand and 00/100----- (\$ 42,000.00) Dollars, in accordance with the terms of a certain note of even date herewith or any renewals or extensions thereof and shall repay according to their terms all debts and obligations existing prior to or created simultaneously herewith due the Grantee by the Grantor(s) hereof, and shall repay all future advances made at the option of Grantee, its successors and assigns, to the Grantor(s) hereof in accordance with the terms of said future advances, all of which debts, obligations and advances may be evidenced by notes, credits, open accounts, overdrafts, endorsements, guarantees and any form of indebtedness, direct or indirect, written or oral, up to and not exceeding a total amount outstanding at any one time of

Forty-Two Thousand and 00/100----- (\$ 42,000.00) Dollars, with interest on any such indebtedness as agreed upon, and if not agreed upon as set by law, and while any such indebtedness is outstanding shall pay all taxes, assessments, and claims for which liens superior to this mortgage may be placed on the granted premises, to whomsoever laid, billed or assessed, and shall keep the buildings and improvements thereon insured against fire and other casualty, for the benefit of, and in manner satisfactory to, Grantee, its successors and assigns, and shall repay to said Grantee, its successors and assigns, on demand all sums they may pay for taxes, assessments, superior lien claims, insurance, reasonable repairs, maintenance and improvements upon said premises, whether necessary or not, and all expenses, if any incurred, of foreclosure of this mortgage, together with reasonable counsel fees with interest on said sums as aforesaid, all of which sums to be included under the security of this mortgage, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenants or agreement herein contained, all of which covenants, agreements and conditions hereof Grantor(s) for themselves, their successors, heirs, and assigns hereby agree to perform, then this deed as also all said indebtedness shall be void, otherwise shall remain in full force and effect. Upon breach of any covenant or agreement herein contained or contained in any evidence of indebtedness above described, the Grantee, its successors and assigns, may declare all indebtedness secured by this mortgage due and payable at once regardless of the terms of any such indebtedness not then in default.

Provided, further, that it is an additional covenant of the Grantor(s) herein for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that title to the within described mortgaged premises shall not pass from Grantor(s), or from any subsequent title holder(s), either voluntarily or involuntarily. This covenant shall continue until all indebtedness and obligations secured hereby are satisfied, and permission given, or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this covenant shall remain in full force and effect. The term title as used herein shall mean the estate of the Grantor(s) subject to the lien of this mortgage.

Provided, further, that if the Grantor herein is a corporation, the Grantee, its successors and assigns, shall have the Statutory Power of Sale in addition to any other remedies for breach of any covenant, condition or agreement herein contained.

In Witness Whereof, the said Hyde School, has caused this instrument to be signed by Charles McKee, its Trustee, thereunto duly authorized, this Thirtieth day of September in the year of our Lord one thousand nine hundred and seventy-five,

Signed, Sealed and Delivered in presence of

Charles F. Loe

THE HYDE SCHOOL

By: *Charles McKee*
Charles McKee, Trustee

State of Maine
County of SAGADAHOC , ss.

SEPTEMBER 30 , 1975

Personally appeared the above-named Charles McKee, Trustee of said Grantor corporation as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

SAGADAHOC, SS Registry of Deeds
RECEIVED OCT 1 1975 2 11.30 M. A.M.

Charles F. Loe
Notary Public — State of Maine

AND RECORDED FROM THE ORIGINAL REGISTER
James W. Stewart

COMPARED MY COMMISSION EXPIRES

JANUARY 17, 1980